

**Standard Interconnection Agreement for Member-Owner Renewable Generation**

**Tier 1 – 10 KW or Less**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Member”, with an address of \_\_\_\_\_ and FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC. (“FKEC”) a Florida Member Owner Utility with an address of 91630 Overseas Highway, Tavernier, FL 33070.

**WITNESSETH:**

**WHEREAS**, the Member has requested to interconnect its Member-owned renewable generation, 10 kW or less, to FKEC’s electrical service grid at the Member’s presently metered location.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements therein set forth, the Parties hereto covenant and agree as follows:

**1. Definitions**

**1.1 Capitalized Terms shall have the meanings set forth in Florida Public Service Commission Rule 25-6.065 F.A.C. – Interconnection and Net Metering of Customer-Owned Renewable Generation.**

**2. Member Qualification and Fees**

**2.1 Member-owned renewable generation shall have a Gross power rating that:**  
a) does not exceed 90% of the Member’s utility distribution service rating; and  
b) is 10 kW or less.

**Gross power rating for the Member-owned renewable generation is \_\_\_\_\_.**

**2.2 The Member shall not be required to pay any application fee for this Tier 1 Member-owned renewable generation system.**

**2.3 In order to commence the process for interconnection the Member shall provide FKEC a completed application.**

### **3. General Responsibilities of the Parties**

- 3.1 Member-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEE 1547.1 and UL 1741.**
- 3.2 Member-owned renewable generation shall include a utility-interactive inverter or other device certified pursuant to Section 3.1 above, that performs the function of automatically isolating the Member-owned generation equipment from the electric grid in the event the electric grid loses power.**
- 3.3 The Member shall be responsible for protecting its Member-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the FKEC system in delivering and restoring power; and shall be responsible for ensuring that Member-owned renewable generation equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.**
- 3.4 The Member agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.**
- 3.5 The Member shall notify FKEC at least ten (10) calendar days prior to initially placing Member's equipment and protective apparatus in service and FKEC shall have the right to have personnel present on the in-service date.**
- 3.6 Interconnection Agreement shall be executed by FKEC within thirty (30) days of receipt of a completed application.**
- 3.7 FKEC and Member shall follow the provisions of Rule 25-6.065(8) regarding net metering.**

**4. Inspection and On-Going Compliance**

**4.1 FKEC will provide Member with as much notice as reasonably practicable; either in writing, email, facsimile or by phone as to when FKEC may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, FKEC shall have access to the Member's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet FKEC's legal obligation to provide service to its Members.**

**5. Manual Disconnect Switch**

**5.1 In the event FKEC elects to install a manual disconnect switch, it shall be installed at FKEC's expense. The FKEC installed manual disconnect switch shall be the visible load break type to provide a separation point between the AC power output of the Member-owned renewable generation and any Member wiring connected to FKEC's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the FKEC meter socket. The Member shall ensure that such manual disconnect switch shall remain readily accessible to FKEC and be capable of being locked in the open position with a single FKEC utility padlock.**

**6 Disconnection / Reconnection**

**6.1 FKEC may open the manual disconnect switch, if available, or disconnect the Member's meter, pursuant to the conditions set forth in Section 6.2 below, isolating the Member-owned renewable generation, without prior notice to the Member. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FKEC shall at the time of disconnection attempt to contact the Member by phone or leave a door hanger notifying the Member that its Member-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. FKEC will reconnect the Member-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.**

**6.2 FKEC has the right to disconnect the Member-owned renewable generation at any time. This may result for the following reasons:**

- a) Emergencies or maintenance requirements on FKEC's system;**

- b) Hazardous conditions existing on FKEC's system due to the operation of the Member's generating or protective equipment as determined by FKEC; and
- c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FKEC's other electric consumers caused by the Member-owned renewable generation as determined by FKEC.

## **7. Modifications/Additions to Member-Owned Renewable Generation**

- 7.1 If the Member-owned renewable generation system is subsequently modified in order to increase its Gross power rating, the Member must notify FKEC by submitting a new application specifying the modification at least thirty (30) calendar days prior to making the modification.
- 7.2 If the Member adds another Member-owned renewable generator system which i.) utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems; or ii.) utilizes a separate utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for each system the Member shall provide thirty (30) calendar days notice prior to installation.
- 7.3 In the event any Member modifications or additions result in the input to any FKEC meter so as to qualify as a Tier 2, then all terms and conditions, including appropriate notice, of the Interconnection Agreement for Tier 2 systems shall apply.
- 7.4 The Interconnection Agreement which applies in instances described in Sections 7.1, 7.2 and 7.3 above shall be determined by the combined gross power rating of the generation system(s) which is connected to the FKEC meter. In all instances described in this Section 7, the Member shall submit a new application to FKEC and shall enter into a new Interconnection Agreement. In no event shall the maximum output of the Member-owned generation system(s), which is connected to the FKEC meter, exceed 2 MW.

## **8. Indemnity**

- 8.1 Member shall indemnify, hold harmless and defend FKEC from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including the Member-owned renewable generation system), fines and penalties, costs and expenses arising out of or resulting from the operation of the Member-owned renewable generation system, except in those

instances where such loss is due to the negligent action or inactions of FKEC.

8.2 FKEC shall indemnify, hold harmless and defend Member from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including FKEC's transmission system), fines and penalties, costs and expenses arising out of or resulting from the operation of FKEC's system, except in those instances where such loss is due to the negligent action or inactions of the Member.

9. **Limitation of Liability**

9.1 Liability under this Interconnection Agreement for any loss, cost, claim, injury, liability or expense, including reasonable attorney's fees, relating to or arising from any act or omission on its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the indemnifying Party be liable to the other Party for any indirect, special, consequential or punitive damages, except as authorized by this Interconnection Agreement.

10. **Assignment**

10.1 The Interconnection Agreement shall not be assignable by either party without thirty (30) calendar days notice to the other Party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

10.2 An assignee to this Interconnection Agreement shall be required to assume in writing the Member's rights, responsibilities, and obligations under this Interconnection Agreement; or execute a new Interconnection Agreement.

11. **Insurance**

11.1 FKEC recommends that the Member maintain Liability Insurance for Personal Injury and Property damage in the amount of not less than \$100,000 during the entire term of this Interconnection Agreement.

12. **Renewable Energy Certificates**

12.1 The Member shall retain any Renewable Energy Certificates associated with the electricity produced by their Member-owned renewable generation equipment; any additional meters necessary for measuring the total renewable electricity generated for the

purposes of receiving Renewable Energy Certificates shall be installed at the Member's expense, unless otherwise determined during negotiations for the sale of the Member's Renewable Energy Certificates to FKEC.

**13. Lease Agreements**

**13.1** The Member shall provide FKEC a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.

**13.2** The Member shall not enter into any lease agreement that results in the retail purchase of electricity; or in the retail sale of electricity from the Member-owned renewable generation. Notwithstanding this restriction, in the event it is determined by the Florida Public Service Commission that the Member has entered such an agreement, the Member shall be in breach of this Interconnection Agreement and may also become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

**14. Dispute Resolution**

**14.1** Disputes between the Parties shall be handled in accordance with subsection 11 of Florida Public Service Commission Rule 25-6.065 F.A.C. – Interconnection and Net Metering of Customer-owned Renewable Generation.

**15. Effective Date**

**15.1** The Member must execute this Interconnection Agreement and return it to FKEC at least thirty (30) calendar days prior to beginning parallel operations and the Member must begin parallel operation within one year after FKEC executes the Interconnection Agreement.

**16. Termination**

**16.1** Upon termination of this Interconnection Agreement, FKEC shall open and padlock the manual disconnect switch, if applicable, and remove the Net Metering and associated FKEC equipment. At the Member's expense, the Member agrees to permanently disconnect the Member-owned renewable generation and associated equipment from FKEC's electric service grid. The Member shall notify FKEC in writing within ten (10) calendar days that the disconnect procedure has been completed.

**17. Amendments to Florida Public Service Commission Rules**

**17.1** FKEC and Member recognize that the Florida Public Service Commission rules may be amended from time to time. In the event that the Florida Public Service Commission rules are modified, FKEC and Member agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

**18. Entire Agreement**

**18.1** This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between FKEC and the member, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Interconnection Agreement to be duly executed in triplicate the day and year first above written.

**FLORIDA KEYS ELECTRIC COOPERATIVE**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

Title: \_\_\_\_\_

**MEMBER**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
(Print or type name)